

**APPENDIX I
TO CONSENT DECREE
ACCESS AND MATERIALS GRANT AND INDEMNITY**

This Access and Materials Grant and Indemnity ("Grant") is entered into this ____ day of _____, 200__, by Resurrection Mining Company ("Resurrection") and the Colorado Division of Reclamation, Mining and Safety, Department of Natural Resources, State of Colorado ("DRMS").

RECITALS

A. Pursuant to terms and limitations of that Consent Decree dated _____, 2008, by and between the United States of America, State of Colorado, Newmont USA Limited ("Newmont") and Resurrection, Newmont and Resurrection are required to reclaim the Black Cloud Mine in accordance with the Reclamation Plan and Schedule that is appended to the Consent Decree.

B. Resurrection is the owner of the barrow area which is located on Robinson Placer MS 378, Sections 25 and 26, T9S, R80W, 6th Prime Meridian, Lake County, Colorado, and the Kid's First Soil pile located on the Black Claim MS 917 and the Chas G. Arnold Placer MS 1036 (collectively "Premises"), including all rights and privileges thereto, including, without limiting the generality of the foregoing, all construction aggregate, including rock, sand, gravel, and fill or stockpiled topsoil which may be extracted and removed from the Premises ("Materials"). The Materials are expected to be used for reclamation of the Black Cloud Mine. (The borrow soil located at the Eclipse waste rock pile will be used to reclaim the Eclipse waste rock pile; only excess soil will be used for reclamation elsewhere at the Black Cloud Mine).

C. In the event Resurrection and Newmont fail to complete reclamation of the Black Cloud Mine to the performance standards set forth in the Reclamation Plan and Schedule, and DRMS must conduct reclamation of the Black Cloud Mine site, DRMS will require access to and the right to remove Materials from the Premises in order to use the Materials for reclamation.

Resurrection desires to grant to DRMS the right to access and remove Materials from the Premises solely for purposes of completing reclamation activities if DRMS is required to complete reclamation of the Black Cloud Mine.

NOW, THEREFORE, it is agreed as follows:

1. Grant. Resurrection hereby grants unto DRMS the right to enter upon the Premises and remove Materials from the Premises to use for reclamation of the Black Cloud Mine. This Grant shall run with the land and bind all successors and assigns. Resurrection shall record an executed copy of this Grant in the Clerk and Recorder's Office in Lake County, Colorado. Resurrection agrees not to take any actions that would prevent or unreasonably interfere with DRMS's ability to access the Premises and

remove the Materials, including but not limited to, selling or leasing the premises, unless Resurrection makes the title or lease subject to this Grant.

2. Term. This Grant shall be effective upon execution. The rights granted herein shall commence if and when the condition precedent as set forth in paragraph 3 below has been met, and this Grant shall terminate automatically upon the completion of the reclamation of the Black Cloud Mine site by DRMS, or if Resurrection and Newmont perform the reclamation, upon compliance with all requirements for release of the Black Cloud Mine Performance Guarantee. Upon termination of this Grant as provided herein, DRMS shall execute a written release of this Grant in a recordable form acceptable to Resurrection.

3. Conditions Precedent. DRMS's rights under this Grant shall be subject to the satisfaction of the following condition: The DRMS or the Mined Land Reclamation Board conduct a Work Takeover for the Black Cloud mine pursuant to procedures set forth in the Consent Decree.

4. Roads. In conducting its activities hereunder, DRMS shall use existing roads and gates, if any, whenever practicable and shall consult with Resurrection on the location of any proposed new roads. It is further understood that no fences shall be cut, removed or relocated by DRMS without prior notice to Resurrection.

5. Activities and Operations. DRMS agrees that all activities it undertakes affecting the Premises will be conducted in good and workmanlike manner. DRMS shall or DRMS shall require its contractors to keep and maintain the Premises in a clean, orderly and workmanlike condition free of accumulations of trash and waste materials, and to avoid unnecessary environmental impacts. All work on the Premises will be conducted in such manner to prevent, to the extent reasonably practicable, disruption or interference with the operations of Resurrection, its successors and assigns. Upon completion of such work, DRMS or its contractors and subcontractors shall remove all machinery, equipment, tools, supplies, trash and waste materials placed on the Premises by DRMS or its contractors, and reclaim all surface disturbance caused by or on behalf of DRMS. In no event shall DRMS be responsible for any unclean or unsafe condition that already exists on the Premises not caused or created by DRMS or its contractors, including but not limited to, any environmental contamination such as from pollutants, solid wastes, hazardous waste or hazardous substances as those terms are defined under state and federal law. Resurrection agrees to hold harmless and indemnify DRMS, the Department of Natural Resources, and State of Colorado for any and all damages, liability and costs including attorney fees incurred by DRMS by reason of any administrative, judicial or other action regarding existing conditions of the Premises. DRMS will require contractors who perform work on the Premises pursuant to a State contract to procure and maintain insurance coverage pursuant to the requirements and in the amounts set forth in Attachment A. Contractors will be required to submit to DRMS and Resurrection proof of said insurance and to comply with all other requirements set forth in Attachment A.

6. Notices. Any notice, consent, waiver, request or other communication provided for or required to be given under this Grant shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Resurrection

Resurrection Mining Company
Attn: Land Department
1700 Lincoln Street, Ste. 3700
Denver, CO 80203

If to DRMS

Division of Reclamation, Mining and Safety
Attn: Allen Sorenson
1313 Sherman Street, Room 215
Denver, CO 80203

Either party may change its designated notice recipient, by ten days prior written notice given as provided herein, provided that no party may require notice to be sent to more than two addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

7. Miscellaneous. This Grant may not be amended, modified or supplemented except in a writing executed by Resurrection with the consent of DRMS.

IN WITNESS WHEREOF, this Grant is executed effective the day and year first above written.

Resurrection Mining Company

By: _____
Its: _____

Colorado Division of Reclamation, Mining
and Safety

By: _____
Its: _____

Attachment A
To
Access and Materials Grant and Indemnity

Insurance Requirements

- A. The contractor shall obtain at his own expense, and maintain at all times during the term of this contract, insurance listed below. Proof of insurance must be submitted on certificates showing the following minimum coverage:
- 1) Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment with a minimum limit of \$1,000,000.00 per occurrence.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$1,000.00 products and completed operations aggregate; and
 - d. \$50,000.00 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State and Resurrection a certificate or other document satisfactory to the State showing compliance with this provision.
 - 3) Automobile Liability Insurance covering any auto (including owned, hire and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit. The policy shall be endorsed to provide sudden and accidental pollution coverage resulting from a covered accident.
- B. The State of Colorado and Resurrection shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037 or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State and Resurrection by certified mail.
- D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating

that each carrier will waive all rights of recovery, under subrogation or otherwise, against Resurrection and the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The contractor shall provide certificates showing insurance coverage required by this contract to the State and Resurrection within ten days of the notice of award. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State and Resurrection certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State or Resurrection may request in writing, and the contractor shall thereupon within 10 days supply to the State or Resurrection, as applicable, evidence satisfactory to the State or Resurrection of compliance with the provisions of this section.